

Contract Number:

P.O. Number:

*[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL THE INSTRUCTIONS INCLUDING THE BRACKETS. NOTE: BOARD POLICY 5.14 REQUIRES THAT JOINT POWERS AGREEMENTS THAT CREATE A JOINT POWERS BOARD, REGARDLESS OF THE DOLLAR VALUE, MUST BE APPROVED IN ADVANCE BY THE BOARD OF TRUSTEES. MOST USES OF THIS TEMPLATE WILL NOT INVOLVE THE CREATION OF A JPA BOARD/ SEPARATE LEGAL ENTITY BUT IF YOU ARE CONSIDERING CREATING A JPA BOARD/ SEPARATE LEGAL ENTITY PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL BEFORE PROCEEDING.]*

JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]* (hereinafter "Minnesota State") address *[INSERT FULL ADDRESS]*, which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and *[INSERT NAME]*, address *[INSERT FULL ADDRESS]* (hereinafter "Governmental Unit"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS GOVERNMENTAL UNIT represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

1. **DUTIES & RESPONSIBILITIES.**

*[PROVIDE SUFFICIENT DETAIL IN THE DUTIES FOR EACH PARTY SO THAT YOU CAN HOLD THE GOVERNMENTAL UNIT ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES, NOT THE “PROPOSAL”. YOU MUST INDICATE THAT AN EXHIBIT IS INCORPORATED INTO THE CONTRACT, SUCH AS “Perform the duties specified in Exhibit A, which is attached and incorporated into this contract.”* *INCLUDE ANY EXHIBIT(S) TO THE FINAL CONTRACT*.*]*

* 1. **GOVERNMENTAL UNIT'S DUTIES.** The Governmental Unit shall:
  2. **DUTIES OF MINNESOTA STATE.** Minnesota State shall:

1. **CONSIDERATION AND TERMS OF PAYMENT.**
   1. **Consideration** for all services performed by the Governmental Unit pursuant to this contract shall be paid by the Minnesota State as follows: *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) for eighty (80) hours. EXPLAIN HOW THE GOVERNMENTAL UNIT WILL BE PAID. EXAMPLES: “IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW.” IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]*
   2. **Payment** shall be made by Minnesota State promptly after the Governmental Unit’s presentation of invoices for services performed and acceptance of such services by the Authorized Representative of Minnesota State. All services provided by the Governmental Unit pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its Authorized Representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Governmental Unit shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by Governmental Unit according to the following schedule:

*[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]*

1. **CONDITIONS OF PAYMENT.**

All services provided by the Governmental Unit pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The Governmental Unit shall not receive payment for work found by Minnesota State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

1. **TERM OF CONTRACT.**

This contract shall be effective on *[INSERT FULL DATE (e.g., January 29, 2023)]*, or upon the date that the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until *[INSERT FULL DATE (e.g., June 15, 2023), not to exceed five years from the effective date]*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Governmental Unit understands that NO work should begin under this contract until ALL required signatures have been obtained, and the Governmental Unit is notified to begin work by the Authorized Representative of Minnesota State.

1. **CANCELLATION.**

This contract may be canceled by Minnesota State or the Governmental Unit at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the Governmental Unit shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

1. **AUTHORIZED REPRESENTATIVE OF MINNESOTA STATE.**

Authorized Representative of Minnesota State for the purposes of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

The Authorized Representative of Minnesota State shall have final authority for acceptance of the Governmental Unit’s services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2, paragraph b.

1. **THE GOVERNMENTAL UNIT'S AUTHORIZED REPRESENTATIVE.**

Authorized Representative of Governmental Unit for the purposes of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

1. **ASSIGNMENT.**

The Governmental Unit shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

1. **AMENDMENTS.**

Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

1. **INDEMNIFICATION.**

The Governmental Unit shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by Minnesota State, arising from the performance of this contract by the Governmental Unit or Governmental Unit’s agents or employees. This clause shall not be construed to bar any legal remedies the Governmental Unit may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract. Nothing within this contract, whether express or implied, shall be deemed to create an obligation on the part of Minnesota State to indemnify, defend, hold harmless or release the Governmental Unit. This shall extend to all agreements related to the subject matter of this contract, and to all terms subsequently added, without regard to order of precedence.

1. **STATE AUDITS.**

The books, records, documents, and accounting procedures and practices of the Governmental Unit relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

1. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Governmental Unit and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or Minnesota State.

In the event the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify Minnesota State. Minnesota State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

1. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**
   1. Minnesota State shall own all rights, title and interest in all of the materials conceived or created by the Governmental Unit, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter Materials).

The Governmental Unit hereby assigns to Minnesota State all rights, title and interest to the Materials. The Governmental Unit shall, upon request of Minnesota State, execute all papers and perform all other acts necessary to assist Minnesota State to obtain and register copyrights, patents or other forms of protection provided by law for the Materials.

The Materials created under this contract by the Governmental Unit, its employees or subcontractors, individually or jointly with others, shall be considered “works made for hire” as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to Minnesota State by the Governmental Unit, its employees and any subcontractors, and the Governmental Unit shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Governmental Unit’s obligations under this contract without the prior written consent of the Authorized Representative of Minnesota State.

* 1. The Governmental Unit represents and warrants that Materials produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The Governmental Unit shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the Governmental Unit’s expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Governmental Unit shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the Governmental Unit’s or the opinion of Minnesota State is likely to arise, the Governmental Unit shall, at the discretion of Minnesota State, either procure for Minnesota State the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

1. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.**

Governmental Unit acknowledges that to the extent it collects, stores, or maintains Minnesota State Educational Data as defined by Minn. Stat. § 13.32, Minnesota State designates Governmental Unit as a school official with a legitimate educational interest in Minnesota State Educational Data. Governmental Unit represents that, to the extent it collects, stores, or maintains Minnesota State Educational Data, it will 1) use Minnesota State Educational Data for the sole purpose of fulfilling its duties under this contract and 2) follow the limitations and requirements imposed by the Family Educational Rights and Privacy Act (34 CFR 99) on school officials.

1. **PUBLICITY.**

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Governmental Unit or its employees individually or jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of the Authorized Representative of Minnesota State.

1. **CLERICAL ERROR.**

Notwithstanding clauses “Assignment”, “Amendments”, and Entire Agreement” of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform the Government Unit of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

1. **ENTIRE AGREEMENT.**

This contract represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this contract and any riders, exhibits, addenda, or other document incorporated herein, this contract shall govern.

1. **OTHER PROVISIONS.** *[IF NONE, WRITE “NONE”]*

*[ATTACH ADDITIONAL PAGE(S) IF NECESSARY. IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL IN ADVANCE OF CONTRACT EXECUTION.]*

The rest of this page intentionally left blank. Signature page to follow.

*[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]*

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES:**

[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **VERIFIED AS TO ENCUMBRANCE:**

The employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **GOVERNMENTAL UNIT:**

Governmental Unit certifies that the appropriate person(s) have executed the contract on behalf of the Governmental Unit as required by applicable articles, by-laws, resolutions, or ordinances.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |